

1
ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/20/02 03:52 PM
DEPUTY Nikola Olson
RECORDED - REQUEST OF



102136927

AMOUNT 177.00

Developers of Hidden Springs

CONDOMINIUM DECLARATION

FOR

THE CONDOMINIUM AT HIDDEN SPRINGS



EFFECTIVE THE 20TH DAY OF NOVEMBER, 2002

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND OWNER OF PROPERTY WITHIN THE CONDOMINIUM AT HIDDEN SPRINGS SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS, RESPONSIBILITIES AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND UNITS LOCATED WITHIN THE CONDOMINIUM AT HIDDEN SPRINGS.

THE CONDOMINIUM AT HIDDEN SPRINGS IS A UNIQUE LIVING ENVIRONMENT. EACH POTENTIAL OWNER IS ADVISED TO MAKE FULL AND COMPLETE INQUIRY ABOUT THE CONDOMINIUM AT HIDDEN SPRINGS BEFORE ACQUIRING A UNIT. EACH OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE UNITS ARE ALSO SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE ENTIRE HIDDEN SPRINGS COMMUNITY AND THAT THE UNITS WILL BE SUBJECT TO ASSESSMENTS LEVIED BY THE HIDDEN SPRINGS TOWN ASSOCIATION AND THE CONDOMINIUM OWNERS ASSOCIATION.

THE GRANTOR, AS DEFINED IN THIS CONDOMINIUM DECLARATION, EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY THE GRANTOR.

POTENTIAL OWNERS ARE ADVISED TO REVIEW THIS CONDOMINIUM DECLARATION, THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND THE ORIGINAL PLAT SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, PRIOR TO ACQUIRING A UNIT.

TABLE OF CONTENTS

SECTION 1 - RECITALS		1
1.1 Master Declaration and Original Plat Supplement.		1
1.2 Residential Community Facilities Property.		1
1.3 Purpose.		2
SECTION 2 - CONDOMINIUM DECLARATION		2
SECTION 3 - DEFINITIONS		2
3.1 Articles.		2
3.2 Assessment.		2
3.3 Association.		3
3.4 Association Rules.		3
3.5 Board.		3
3.6 Building.		3
3.7 Bylaws.		3
3.8 Common Area.		3
3.9 Condominium.		3
3.10 Condominium Act.		3
3.11 Condominium Documents.		3
3.12 Exclusive Use Area.		4
3.13 Grantor.		4
3.14 Limited Assessment.		4
3.15 Limited Common Area.		4
3.16 Member.		4
3.17 Mortgage.		4
3.18 Mortgagee.		4
3.19 Owner.		5
3.20 Plat.		5
3.21 Regular Assessment.		5
3.22 Special Assessment.		5
3.23 Unit.		5
3.24 Remaining Definitions.		5
SECTION 4 - NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP		6
4.1 Estates of an Owner of a Condominium.		6
4.2 Title.		6
4.3 Inseparability.		6
4.4 Partition Not Permitted.		6
4.5 Taxes and Assessments.		6
4.6 Owner's Rights and Responsibilities with Respect to Unit and Exclusive Use Area.		7
4.7 Town Design Review Board.		7

SECTION 5 - EASEMENTS..... 7

5.1 Easements for Encroachments..... 7

5.2 Easements of Access for Repair, Maintenance and Emergencies..... 7

5.3 Owner's Right to Ingress, Egress and Support..... 8

5.4 Association's Right to Use of Common Area..... 8

5.5 Declarant's Right Incident to Construction..... 8

5.6 Easements Deemed Created..... 8

5.7 Emergency Easement..... 8

5.8 Recorded Easements..... 8

SECTION 6 - DESCRIPTION OF A CONDOMINIUM 9

SECTION 7 - USE OF CONDOMINIUMS..... 9

7.1 Obstructions of Common Area..... 9

7.2 Maintenance of Unit and Limited Common Area..... 9

7.3 Prohibition of Damage and Certain Activities..... 10

7.4 No Hazardous Activities..... 10

7.5 Vehicles and Equipment..... 11

7.6 Animals/Pets..... 11

7.7 No Temporary Structures..... 12

7.8 Energy Devices, Outside..... 12

7.9 Signs..... 12

7.10 Rules and Regulations..... 12

7.11 Limited Common Areas and Exclusive Use Areas..... 12

7.12 Sewer System Restrictions..... 12

7.13 Deed Restrictions..... 13

7.14 Unit No. 4..... 13

SECTION 8 - THE CONDOMINIUM OWNERS ASSOCIATION AT HIDDEN SPRINGS ... 13

8.1 Creation..... 13

8.2 Voting Rights in the Association..... 13

8.3 Transfer..... 13

8.4 Powers and Duties of the Association..... 14

8.5 Maintenance of Records and Right of Inspection..... 17

SECTION 9 - ASSESSMENTS..... 17

9.1 Covenant to Pay Assessments..... 17

9.2 Uniform Rate of Assessment..... 17

9.3 Assessment Constitutes Lien..... 17

9.4 Assessment is Personal Obligation..... 17

9.5 Regular Assessments..... 18

9.6 Special Assessments..... 18

9.7 Limited Assessments..... 18

9.8 Notice and Assessment Due Date..... 19

9.9 Estoppel Certificate..... 19

SECTION 10 - ENFORCEMENT OF ASSESSMENTS; LIENS 19

 10.1 Right to Enforce..... 19

 10.2 Assessment Liens..... 20

 10.3 Method of Foreclosure..... 20

 10.4 Required Notice..... 20

 10.5 Subordination to Certain Trust Deeds..... 21

 10.6 Rights of Mortgagees..... 21

SECTION 11 - RIGHTS TO COMMON AREAS 21

 11.1 Use of Common Area..... 21

 11.2 Delegation of Right to Use..... 22

 11.3 Damages..... 22

SECTION 12 - MECHANIC'S LIEN RIGHTS 22

SECTION 13 - INSURANCE 23

 13.1 Types of Insurance..... 23

SECTION 14 - CONDEMNATION 23

 14.1 Consequences of Condemnation..... 23

 14.2 Proceeds..... 23

 14.3 Complete Taking..... 23

 14.4 Partial Taking..... 24

 14.5 Reorganization..... 24

SECTION 15 - MISCELLANEOUS 24

 15.1 Amendment..... 24

 15.2 Mortgage Protection..... 25

 15.3 Enforcement and Non-Waiver..... 25

 15.4 Registration of Mailing Address..... 26

 15.5 Interpretation..... 26

 15.6 Annexation of Other Properties..... 26

 15.7 Owner's Obligations Continue..... 27

 15.8 Exhibits..... 27

Exhibit A Legal Description of Units and Proportionate Interest in Common Area

Exhibit B Articles of Incorporation

Exhibit C Bylaws

Exhibit D Legal Description of Project

CONDOMINIUM DECLARATION
FOR
THE CONDOMINIUM AT HIDDEN SPRINGS

THIS CONDOMINIUM DECLARATION FOR THE CONDOMINIUM AT HIDDEN SPRINGS ("Condominium Declaration") is made this 20th day of November, 2002, by Developers of Hidden Springs, Inc., an Idaho corporation (collectively referred to hereinafter as "Grantor" or "Declarant"). All capitalized terms not otherwise defined are defined in Section 3.

SECTION 1 - RECITALS

1.1 Master Declaration and Original Plat Supplement.

This Condominium Declaration is applicable to that certain real property (the "Property") located in Ada County, Idaho as shown on The Condominium at Hidden Springs final plat recorded on the 20 day of November, 2002, as Instrument No. 102136926, records of Ada County, Idaho, and incorporated herein by this reference (the "Plat") and legally described on Exhibit D, attached hereto and incorporated herein by this reference. The Property is further subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Hidden Springs, Idaho (hereinafter the "Master Declaration") recorded on September 21, 1998, as Instrument No. 98091525 in the records of Ada County, Idaho and that Original Plat Supplement to the Master Declaration of Covenants, Conditions & Restrictions for Hidden Springs, Idaho recorded on September 24, 1998 as Instrument No. 98091526, records of Ada County, Idaho ("Plat Supplement"). The Master Declaration and the Plat Supplement may be collectively referred to herein as the "Master Declaration." The Property together with the site improvements shown on the Plat shall be referred to hereinafter as the "Project." The covenants, conditions and restrictions contained in this Condominium Declaration are in addition to those covenants, conditions and restrictions of the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are expressly modified by this Condominium Declaration. Notwithstanding anything to the contrary, an Owner (as that term is used in this Condominium Declaration) shall also be an "Owner" for purposes of the Master Declaration. In addition to an Owner's membership in The Condominium at Hidden Springs Owners Association, each Owner shall also be a member of the Town Association, as created by the Master Declaration.

1.2 Residential Community Facilities Property.

Grantor intends to develop the Property in accordance with the Plat, the Master Declaration, the existing development approvals obtained from Ada County, Idaho, and this Condominium Declaration to be used for residential and Community Facilities.

1.3 Purpose.

The purpose of this Condominium Declaration is to provide for condominium ownership of the Project pursuant to the Condominium Act, designate Common Area and Limited Common Area, create The Condominium at Hidden Springs Owners Association, and set forth the restrictions, covenants, limitations, easements, conditions and equitable servitudes that shall apply to the Project and this condominium ownership regime (collectively "Restrictions") that are unique to the Property and the condominium ownership regime.

SECTION 2 - CONDOMINIUM DECLARATION

Grantor hereby declares that the Property and every parcel or portion thereof shall be held, sold, conveyed, encumbered, hypothecated, used, occupied and improved subject to the provisions of this Condominium Declaration, each and all of which are hereby declared to be in furtherance of a general plan for the creation, maintenance and sale of an ownership in fee simple of separate interests in Units, together with an undivided interest in the Common Area and Limited Common Area, including an exclusive right to use that portion of the Limited Common Area identified on the Plat as Exclusive Use Area with a number corresponding to the Unit's number, all pursuant to the Condominium Act. All provisions hereof shall be deemed covenants running with the land or as equitable servitudes, and shall constitute benefit and burdens to the owners and all persons hereafter acquiring or owning any interest in the Project, however such interests may be obtained. Each Owner of a Condominium, including Grantor, is subject to all of the rights and duties contained within the Condominium Documents.

SECTION 3 - DEFINITIONS

The definitions contained in this Condominium Declaration are applicable only to the Property and this condominium regime. The following definitions are not intended to alter or affect the definitions contained in the Master Declaration. In the event that this Condominium Declaration and the Master Declaration contain similarly defined terms, the definitions contained within both documents shall be applicable to the Property and both shall be in full force and effect.

3.1 Articles.

"Articles" mean the Articles of Incorporation of The Condominium at Hidden Springs Owners Association, Inc., as the same may be amended from time to time. A copy of the Articles are attached hereto as Exhibit B, and incorporated herein and made a part hereof by this reference.

3.2 Assessment.

"Assessment" means a share of the funds required for the payment of common expenses, including those expenses attributable to less than all Owners in the case of Limited Assessments, which, from time to time, are assessed against the Owners, and shall include Regular, Special and Limited Assessments as more particularly described in Section 9 hereof.

3.3 Association.

"Association" means The Condominium at Hidden Springs Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

3.4 Association Rules.

"Association Rules" means the rules and regulations that may be adopted, amended, or repealed from time to time by the Association.

3.5 Board.

"Board" means the duly elected board of directors of the Association.

3.6 Building.

"Building" means any one of the buildings, structures and facilities to be constructed on the Property as shown on the Plat.

3.7 Bylaws.

"Bylaws" mean the bylaws of the Association as they exist from time to time. A copy of the Bylaws are attached hereto as Exhibit C, incorporated herein and made a part hereof by this reference.

3.8 Common Area.

"Common Area" means the entire Project except the Units.

3.9 Condominium.

"Condominium" means a separate interest in a Unit together with an undivided interest in the Common Area and Limited Common Area, including an exclusive right to use that portion of the Limited Common Area identified on the Plat as Exclusive Use Area with a number corresponding to the Unit's number. The undivided interest in Common Area is expressed as percentages of the entire ownership interest in the Common Area as set forth on the attached Exhibit A, incorporated herein and made a part hereof by this reference.

3.10 Condominium Act.

"Condominium Act" means the "Condominium Property Act" of the State of Idaho, Idaho Code Section 55-1501 et seq. as the same may be amended from time to time.

3.11 Condominium Documents.

"Condominium Documents" means this Condominium Declaration, the Articles, the Bylaws, the Plat, any services agreements entered into by the Association, and any and all other related documents and instruments as the same may be amended from time to time.

3.12 Exclusive Use Area.

"Exclusive Use Area" means those certain areas located adjacent to or in close proximity to each Unit which is intended for the exclusive use and benefit of the Owner whose Unit number corresponds to the numbered Exclusive Use Area adjacent or in close proximity to such Owner's Unit, all as depicted on the Plat. For purposes of the Condominium Act, the Exclusive Use Areas comprise a portion of the Project's Limited Common Area.

3.13 Grantor.

"Grantor" means Developers of Hidden Springs, Inc., an Idaho corporation, or any person or entity to whom the rights under this Condominium Declaration are expressly transferred by the Grantor.

3.14 Limited Assessment.

"Limited Assessment" means an assessment levied against an Owner by the Association for costs and expenses incurred by the Association for the construction, installation, maintenance, repair and replacement of Common Area, and equipment and facilities located thereon, including any corrective action necessitated due to damage by the negligent or willful acts of any Owner or occupant of a Unit who is occupying a Unit with the consent, either express or implied, of such Owner, as more particularly described in Section 9.7 herein.

3.15 Limited Common Area.

"Limited Common Area" means those portions of the Common Area designated as the Exclusive Use Area and Limited Common Area on the Plat. Additional Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Property by describing such area on a recorded plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Condominium Declaration. For purposes of applying this Condominium Declaration to the Property, the term Common Area as used in this Condominium Declaration shall include Limited Common Area.

3.16 Member.

"Member" means each person or entity holding a membership in the Association.

3.17 Mortgage.

"Mortgage" means any mortgage, deed of trust or other security instrument by which a Condominium or any part thereof is encumbered.

3.18 Mortgagee.

"Mortgagee" means any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

3.19 Owner.

"Owner" means any person or entity, including Declarant, at any time owning a Condominium. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

3.20 Plat.

"Plat" means The Condominium at Hidden Springs final plat recorded as Instrument No. 102136926, records of Ada County, Idaho, which is the condominium map as required by the Condominium Act.

3.21 Regular Assessment.

"Regular Assessment" means an assessment levied against an Owner by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.5 herein.

3.22 Special Assessment.

"Special Assessment" means an assessment levied against an Owner by the Association for the purpose of defraying, in whole or in part, the costs of any new acquisitions and/or new capital improvement, construction or reconstruction or unexpected or extraordinary repair, maintenance or replacement of the Project or any part thereof, including, without limitation, snow and ice removal, or for any expense incurred or to be incurred as provided in this Condominium Declaration, or in the event that the Assessment assessed for any particular year is or will become inadequate to meet the expenses of the Association, such assessment being authorized pursuant to the terms and conditions provided herein, as more particularly described in Section 9.6 herein.

3.23 Unit.

"Unit" means the separate interest in a Condominium as depicted on the Plat and consisting of the exterior surfaces of the perimeter walls, floors, foundations, roof and windows and including the Building so described, the air space so encompassed and all improvements and fixtures attached thereto.

3.24 Remaining Definitions.

In the event a term appears capitalized in this Condominium Declaration, but is not defined herein, such term shall have the meaning ascribed to such term in the Master Declaration.

SECTION 4 - NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Estates of an Owner of a Condominium.

The Property is hereby divided into Condominiums, each consisting of a separate interest in a Unit, together with an undivided interest in the Common Area and Limited Common Area, including an exclusive right to use that portion of the Limited Common Area identified on the Plat as Exclusive Use Area with a number corresponding to the Unit's number. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit A.

4.2 Title.

Title to a Condominium may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

4.3 Inseparability.

No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit, such Unit's corresponding Exclusive Use Area and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Condominium together with all appurtenant rights, created by law or this Condominium Declaration.

4.4 Partition Not Permitted.

The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

4.5 Taxes and Assessments.

Each Owner shall execute such instrument and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing.

4.6 Owner's Rights and Responsibilities with Respect to Unit and Exclusive Use Area.

Each Owner shall have the right and responsibility to construct, maintain, repair, replace, finish, refinish and decorate all improvements located within the Unit and such Unit's Exclusive Use Area, including but not limited to the interior and exterior surfaces of the walls (including roofs), garage doors, doors, windows, glass, ceilings, floors, sidewalks, landscaping, exterior light fixtures and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of repair, subject to the reasonable rules and regulations adopted by the Association and amended or repealed from time to time and subject further to those certain guidelines and restrictions promulgated by the Town Association. Notwithstanding anything to the contrary, each Owner acknowledges that the Association may elect to maintain the landscaping located within the Exclusive Use Areas. All improvements constructed by an Owner (or its builder) shall be diligently prosecuted to completion in a timely manner without unreasonable delay. Each Owner shall also have the responsibility to maintain, repair and replace all utility improvements servicing such Owner's Unit, whether located within the Unit or within the Common Area.

4.7 Town Design Review Board.

Each Owner acknowledges that the Project, including such Owner's Unit and corresponding Exclusive Use Area, is subject to the Town Design Review Board and the corresponding design guidelines administered by such board. Prior to the construction or alteration of any Improvements (as that term is defined in the Master Declaration) visible from the exterior of a Unit, including those located within such Owner's Exclusive Use Area, an Owner shall obtain the prior written consent of the Town Design Review Board.

SECTION 5 - EASEMENTS

5.1 Easements for Encroachments.

If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by initial construction and settling, rising or shifting of the earth under a Building, or by changes in position caused by repair or reconstruction of a Building or any part thereof.

5.2 Easements of Access for Repair, Maintenance and Emergencies.

In the event there are any improvements located within the Exclusive Use Area that are for the benefit of the entire Project or more than one (1) Unit, an easement is hereby reserved on, over, under and across such Exclusive Use Area for the benefit of the Grantor and the Association and for the purpose of the maintenance, repair and replacement of such improvements; provided, however, any such improvements shall be located subsurface.

5.3 Owner's Right to Ingress, Egress and Support.

Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to the Owner's Condominium and such right shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use commercially reasonable efforts to avoid interference with the access to other Condominiums.

5.4 Association's Right to Use of Common Area.

The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Condominium Declaration, including the right to grant utility easements, alter the Common Areas, and construct and maintain maintenance and storage facilities in the Common Area for use by the Association. Notwithstanding the foregoing, the Association may only use the Exclusive Use Area for the installation, maintenance, repair and replacement of subsurface utilities and drainage facilities.

5.5 Declarant's Right Incident to Construction.

Declarant and persons it shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make other use thereof as may be reasonably necessary incident to completion of development and construction of the Project.

5.6 Easements Deemed Created.

All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to easements established in this Section 5, even though no specific reference to such easements appears in any such conveyance.

5.7 Emergency Easement.

A general easement is hereby granted to all police, sheriff, fire protection, ambulance, utility providers and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by Ada County, Idaho. Such easement shall not be dissolved or altered in any material way which would prevent its beneficial use for its intended purpose without the written consent of Ada County, Idaho.

5.8 Recorded Easements.

The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, including without limitation any storm drainage easements, street light easements, sewer easements, or any other public utility easement shown on the Plat.

SECTION 6 - DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit number shown on the Plat as set forth on Exhibit A with appropriate reference to the Plat and to this Condominium Declaration as such appears on the records of the County Recorder of Ada County, Idaho, in the following manner:

Condominium Unit 4, as shown on The Condominium at Hidden Springs plat recorded in the records of Ada County, Idaho, as Instrument No. 102136926, as the same may be amended or supplemented from time to time and per the Condominium Declaration recorded as Instrument No. 102136927, records of Ada County, Idaho.

Such description shall be construed to describe the Unit together with an undivided interest in the Common Area and Limited Common Area, including an exclusive right to use that portion of the Limited Common Area identified on the Plat as Exclusive Use Area with a number corresponding to the Unit's number, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

SECTION 7 - USE OF CONDOMINIUMS

7.1 Obstructions of Common Area.

There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Association. Notwithstanding anything to the contrary, this restriction shall not apply to an Owner's use of the Exclusive Use Area corresponding to such Owner's Unit, as provided herein.

7.2 Maintenance of Unit and Limited Common Area.

7.2.1 Owner's Responsibilities. Each Owner shall keep, maintain, repair and replace all improvements located within such Owner's Unit and such Owner's Exclusive Use Area, including all Buildings, structural and other improvements (subsurface or otherwise) located within such Unit and such Owner's Exclusive Use Area, including, without limitation, the interior and exterior walls and surfaces (including roofs), garage doors, doors, windows, glass, ceilings, floors, sidewalks, landscaping, exterior lighting fixtures and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of repair. Each Owner shall also be responsible for snow removal from the front porch of each Unit and from the sidewalks and pathways located between the Unit and the public right of way and shall be responsible for watering all landscaping located within such Owner's Unit and/or Exclusive Use Area at times and frequencies determined by the Association. Each Owner shall notify the Association of any unsafe condition existing in, on or around the Limited Common Area, as identified on the Plat.

In the event an Owner fails to maintain, repair or replace the improvements located within such Owner's Unit in a first class condition or otherwise fails to abide by the terms of this Declaration, the Association, upon fifteen (15) days prior written notice to such Owner, may perform such obligations and levy a limited assessment against the Owner's Unit according to the terms of this Declaration. All sums owed the Association shall bear interest at the rate of eighteen percent (18%) per annum.

7.2.2 Association Responsibilities. The Association shall be responsible for the proper operation, maintenance, repair and replacement of the Common Area, Limited Common Area (excluding the Exclusive Use Area) and for snow removal from the driveways located within the Exclusive Use Area. The Association may also elect to be responsible for the maintenance of landscaping located within the Exclusive Use Area.

7.3 Prohibition of Damage and Certain Activities.

Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association or which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner, licensee, guest, or other occupant, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by Owner, Owner's invitees, licensees, or guests, provided, however, that any invitee, licensee or guest of an Owner shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof and nothing shall be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in a Unit. Without limiting the generality of any of the foregoing, no chronically barking dogs, excessively loud music, whistles, bells or other sound devices (other than security devices which have been approved by the Board), flashing lights or search lights, shall be located, used or placed on the Common Area or in a Unit, if the placement of such item will unreasonably bother or constitute a nuisance to others. No unsightly articles shall be permitted to remain on any portion of the Property so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers (or otherwise screened) and in areas approved by the Board. No clothing or fabric shall be hung, dried or aired in a manner inconsistent with the Association Rules.

7.4 No Hazardous Activities.

No activities shall be conducted on the Property, which are or might be unsafe or hazardous to any person or property, including any open fires (except in a contained barbecue unit) and/or the discharge of firearms. In addition, no person shall dispose of any hazardous

substance (i.e., motor oil or other chemicals) into the Common Area, including any applicable storm or sewer drains.

7.5 Vehicles and Equipment.

The use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to any of the Condominium Documents which prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: (1) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, or pedestrian path, unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Condominium Documents; (3) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, flat bed trucks or trailers, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, construction equipment (except for short-term construction purposes), garden or lawn care maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Board (provided, however, that mobile homes, motor homes, motor coaches and trailers may be parked for a limited period in accordance with such rules and regulations as the Association may impose, provided (a) the vehicle is owned by a visiting guest or relative of an Owner (b) the Owner obtains the prior written approval of the Association and (c) such vehicle is not occupied during the time in which it is parked); (4) to the extent possible, garage doors shall remain closed at all times; and (5) the use by individual Owners of any electronic, gas or other fuel operated gardening, yard, snow removal or other similar equipment shall only be allowed from 8:00 a.m. to 8:00 p.m.

7.6 Animals/Pets.

Unless expressly permitted by the Association, no animals, livestock or poultry of any kind shall be raised, bred, or kept in or about any Unit or Exclusive Use Area, except that dogs, cats or other common household pets may be kept in Units or Exclusive Use Area; provided that they are not kept, bred or maintained for any commercial purposes and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Unit or Exclusive Use Area by the Owner of the pet, upon three (3) days written notice from the Association. Unless expressly permitted by the Association, pets shall be confined or leashed (or otherwise controlled by electronic device) at all times when outside any Unit owned by the Owner of the pet or such Owner's Exclusive Use Area, so as to confine the pet to the boundaries of its Owner's Unit or Exclusive Use Area, and pets shall be leashed at all times when outside any Unit or Exclusive Use Area. An Owner shall immediately remove such Owner's pet's excrement from public or private property. No pit bull terriers (or such other breed of dog which the Town Association determines to pose a threat to the health, safety and welfare of the residents of Hidden Springs) shall be allowed on any portion of the Property. No venomous or dangerous snakes or insects shall be kept on any portion of the Property.

7.7 No Temporary Structures.

No house trailer, tent (other than for short term recreational use), shack or other temporary building or structure shall be placed upon any portion of the Property except temporarily for construction, sales or administrative activities by the Declarant or its agents or contractors.

7.8 Energy Devices, Outside.

No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on in any portion of the Common Area without the written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it must be screened in the manner approved by the Board.

7.9 Signs.

No signs of any kind, including, without limitation, "for sale" and "open house" signs or commercial signs, shall be displayed on or from any portion of the Property except as permitted by the Association.

7.10 Rules and Regulations.

No Owner, lessee, occupant or invitee shall violate the Association Rules as defined in Section 8.4.1.4.

7.11 Limited Common Areas and Exclusive Use Areas.

The Owners of Units 1, 2 and 3 are hereby granted the nonexclusive right to use that portion of the Limited Common Area identified on the Plat as Limited Common Area No. 1. The Owners of Units 5, 6 and 7 are hereby granted the nonexclusive right to use that portion of the Limited Common Area identified on the Plat as Limited Common Area No. 2. Notwithstanding anything to the contrary, nothing shall be stored in or placed on any Limited Common Area except upon written consent of the Association and no parking, including temporary parking, shall be permitted at any time.

Each Owner is also granted the exclusive right to use, to the exclusion of other Owners, the Exclusive Use Area identified on the Plat with an Exclusive Use Area number corresponding to such Owner's Unit number, as depicted on the Plat, subject to this Declaration and reasonable Association Rules. The Exclusive Use Area for Unit No. 4 is comprised of two areas, one located adjacent to Unit No. 4 and the other located to the west of Unit No. 4, both as depicted on the Plat as Exclusive Use Area No. 4.

7.12 Sewer System Restrictions.

No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals, construction debris or other objects or materials other than natural human waste into the sewer system either directly or through an Owner's kitchen waste disposal unit. The cost of any and all

damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

7.13 Deed Restrictions.

No Owner may divide or adjust such Owner's Unit or Exclusive Use Area without the prior approval of the Association.

7.14 Unit No. 4.

Unit No. 4 is not intended to be used as a residential Unit, rather Unit No. 4 is a Community Facility as that term is defined in the Master Declaration, and will be owned and maintained by the Town Association.

SECTION 8 - THE CONDOMINIUM OWNERS ASSOCIATION AT HIDDEN SPRINGS

8.1 Creation.

This Condominium Declaration designates and creates the Association as a non-profit corporation under the laws of the State of Idaho. The Association shall be organized by the Grantor and operated by the Association to carry out and enforce the terms, covenants, conditions, restrictions and provisions of this Condominium Declaration with respect to the Project.

8.1.1 Membership. Every Owner shall be entitled and required to be a member of the Association. There shall be one membership in the Association for each Unit. No person or entity other than an Owner may be a Member of the Association, and the Articles and/or Bylaws of the Association shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium or portion thereof. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium or to any person or organization that has assumed by contract, or otherwise, liability for paying assessments of any Owner.

8.2 Voting Rights in the Association.

Each Owner of a Unit shall be entitled to the number of votes allocated to such Owner's Unit, as identified on Exhibit A; provided, however, the Grantor shall be entitled to nine (9) votes for each Unit owned, it being the intent that the Grantor shall control the Association until all Units are sold to third parties. When more than one (1) person holds such interest in any Condominium, all such persons shall be Members, but all such persons shall only be entitled to the number of votes established for such Unit on Exhibit A.

8.3 Transfer.

Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the

Association of any of the obligations set forth herein and no such transfer or assignment shall revoke or change any of the rights or obligations of any Owners as set forth herein.

8.4 Powers and Duties of the Association.

8.4.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho including those necessary to be a "Management Body" pursuant to the Condominium Act, and subject only to such limitations upon the exercise of such powers as are expressly set forth in the Condominium Documents as the same may be amended from time to time, and is hereby designated the "Management Body" as provided in the Condominium Act. The Association, functioning through the Board, shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under the Condominium Documents and necessary or proper for, or incidental to the proper management, operation and administration of the Project, including, without limitation:

8.4.1.1 Assessments. The power to levy Assessments on the Owners of Condominiums and to force payment of such Assessments.

8.4.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Condominium Documents, including the Association Rules as defined herein and adopted pursuant to this Condominium Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

8.4.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as the Management Body, and specifically the authority to delegate its powers and duties to a management firm pursuant to a management agreement; provided, however, that any delegation of the Association's powers and duties may be revoked upon thirty (30) days written notice to such management firm. Neither the Association nor the members of the Board shall be liable for any omission or improper exercise by any person or entity to whom any such duty or power has been delegated.

8.4.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Board deems reasonable (the "Association Rules") including fees and/or fines for violation of the Condominium Documents and the Association Rules. The Association shall govern the use and occupancy of the Units, Limited Common Area, including the Exclusive Use Area, and Common Area by the Owners, their invitees, licensees, lessees, occupants, and contract purchasers of Owners, it being understood that the Association Rules shall apply equally to all Owners and shall not be inconsistent with the Condominium Documents. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Condominium Declaration. In the event of any conflict between any such Association Rules and any other provision of the

Condominium Documents, the provisions of the Association Rules shall be deemed to be superseded by the provisions of the Condominium Documents to the extent of any such inconsistency. Rules and regulations established by the Association may include such limitations and restrictions regarding the condition of all improvements located within the Project, including landscaping located within the Exclusive Use Areas. In addition, the Association may promulgate a rule or regulation that obligates the Association to maintain the landscaping located within the Exclusive Use Areas.

8.4.1.5 Emergency Powers. The power to enter upon any Unit or Exclusive Use Area as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Condominium Declaration or Association Rules, or in the event of any emergency involving illness or potential danger to life or property and may take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein.

8.4.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area (subject to Section 5.4) as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project and for the preservation of health, safety, convenience and welfare of all the Owners, for the purpose of constructing, erecting, operating or maintaining:

8.4.1.6.1 Underground lines, cable, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone, television, other utility services and above-ground lighting structures, meters and other facilities associated with the provision of lighting and services;

8.4.1.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.4.1.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.4.1.7 Miscellaneous Services. The power to obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Condominium, including the Exclusive Use Areas (subject to reimbursement by the respective Owner for such services as an Assessment), and may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Condominium Declaration.

8.4.1.8 Property for Common Use. The power to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area. Such interest shall not be transferable except with the transfer of a Condominium. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners.

8.4.1.9 Inspection. The power and authority to enter a Unit or Exclusive Use Area for the purpose of conducting a regular maintenance inspection.

8.4.1.10 Insurance. The power and authority to insure the Common Areas, as more fully described in Section 13.

8.4.1.11 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Condominium Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.4.2 Duties of the Association. In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.4.2.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, common seepage beds, storm sewers or related storm drainage facilities and including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and maintaining the same in a good, clean, attractive and sanitary condition, order and repair; provided, however, such duty shall not extend to the Exclusive Use Area.

8.4.2.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, if any, owned and managed by the Association or against the Association and any property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.4.2.3 Access Roadway. Maintain, repair and replace that certain driveway that provides access from N. Andy's Gulch Road to the Project.

8.5 Maintenance of Records and Right of Inspection.

The Association shall keep and maintain at its principal place of business, current copies of the Condominium Documents, any rules and regulations applicable to the Property and its books, records and financial statements. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner or by such Owner's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Owner's interest as an Owner at the office of the Association or at such other place as the Board shall prescribe. No Owner or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Owner.

SECTION 9 - ASSESSMENTS

9.1 Covenant to Pay Assessments.

By acceptance of a deed to any Condominium, each Owner of such Condominium thereby covenants and agrees to pay when due all Assessments or charges made by the Association against such Owner pursuant to the provisions of this Section and this Condominium Declaration. The due date, manner and method of payment shall be as set forth in this Condominium Declaration or as established by the Board from time to time. Notwithstanding anything to the contrary, each Owner shall also be responsible for, and pay when due, any and all assessments levied against such Owner's Unit pursuant to the Master Declaration.

9.2 Uniform Rate of Assessment.

All Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit A.

9.3 Assessment Constitutes Lien.

The Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the Condominium against which each such Assessment or charge is made.

9.4 Assessment is Personal Obligation.

Each of the Assessments, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the Owner of such property at the time such Assessments fall due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner. Notwithstanding the foregoing, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of grant or conveyance without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

9.5 Regular Assessments.

9.5.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs as provided in Section 8, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area or furnishing utility services, including water and sewer, and other common services to each Unit, any deficit remaining from previous periods, a management contingency reserve, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively the "Expenses"). Grantor and/or the Association reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

9.5.2 Computation of Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Condominium Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

9.6 Special Assessments.

In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

9.7 Limited Assessments.

The Association may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the Association, including legal and management fees for the construction, installation, maintenance, repair and replacement of Common Area and equipment and facilities located thereon, including any corrective action necessitated due to damage by the negligent acts of an Owner, or any person or entity occupying a Condominium with the Owner's consent, either expressed or implied, or for costs incurred in bringing the Owner's Condominium into compliance with the provisions of the Condominium Documents. A Limited Assessment may also be levied against any Owner whose Unit incurs a material and substantially

disproportionate percentage of the expenses associated with services provided by the Association.

9.8 Notice and Assessment Due Date.

Unless the Board establishes a different schedule for the payment of Regular Assessments, quarterly installment of the Regular Assessment shall become delinquent if not paid by the 1st day of each month following the end of each quarter. Each Special Assessment shall become delinquent unless paid within fifteen (15) days after the Board's delivery of notice thereof to the Owner. There may accrue, at the Board's discretion, with each delinquent payment a single late charge up to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate allowed by law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against any delinquent Owner and may foreclose the lien against such Owner's Condominium as more fully provided herein.

9.9 Estoppel Certificate.

The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Condominium Declaration, and further stating the dates to which any Regular and Special Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Owner's Condominium. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

SECTION 10 - ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce.

The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Condominium Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Condominium Declaration, each Owner agrees to pay reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment

for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2 Assessment Liens.

10.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Condominium Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Condominium Declaration shall constitute a lien on such respective Condominium upon recordation of a notice of assessment with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of assessment except for tax liens for real property taxes on any Condominium and any assessment on any Condominium in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2 Notice of Assessment. Upon default of any Owner in the payment of any Assessments issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a notice of assessment. The notice shall state the amount of such assessment and other authorized charges (including the cost of recording such notice), a sufficient description of the Condominium against which the same have been assessed, and the name of the record Owner thereof. Each assessment shall constitute a separate basis for a notice of assessment, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure.

Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice.

No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the person in possession of such Condominium(s) and a copy thereof is recorded by the Association in the Ada County Recorder's Office.

10.5 Subordination to Certain Trust Deeds.

The lien for the Assessments provided for herein in connection with a given Condominium shall not be subordinate to the lien of any Mortgage except the lien of a first Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section with respect to a first Mortgagee who acquires title to a Condominium, the sale or transfer of any Condominium shall affect neither the Assessments lien provided for herein, nor the creation thereof by the recordation of a notice of assessment, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Condominium Declaration.

10.6 Rights of Mortgagees.

Notwithstanding any other provision of this Condominium Declaration, no amendment of this Condominium Declaration shall operate to defeat the rights of a Mortgagee under any Mortgage upon a Condominium made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such Mortgage such Condominium shall remain subject to this Condominium Declaration as amended.

In the event a Mortgagee obtains title to any Condominium by any method permitted under law and/or pursuant to all remedies provided in this Condominium Declaration, and/or pursuant to any provisions in the Mortgage, such Mortgagee will not be liable for any such Condominium's unpaid dues or charges which accrue prior to the acquisition of title to such Condominium by such Mortgagee. Further, upon obtaining title to any such Condominium, such Mortgagee shall have the unrestricted right to exercise any vote as may be attributable to such Condominium in any meeting of the Association or otherwise.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created pursuant to this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

SECTION 11 - RIGHTS TO COMMON AREAS

11.1 Use of Common Area.

Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area), including an exclusive right to use that portion of the Limited Common Area identified on the Plat as Exclusive Use Area with a number corresponding to such Owner's Unit number. The Owners of Units 1, 2 and 3 shall also have the nonexclusive right to use that portion of the Limited Common Area identified on the Plat as Limited Common Area No. 1. The Owners of Units 5, 6 and 7 are hereby granted the nonexclusive right to use that portion of the Limited Common Area identified on the Plat as Limited Common Area No. 2. All of the rights granted in this Section shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying such dedication or transfer is executed and recorded by the Association verifying that (i) Members representing fifty percent (50%) of the total number of votes which may be cast by all of the Members, and (ii) fifty percent (50%) of all Mortgagees have approved such dedication or transfer; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area, including the Exclusive Use Area.

11.2 Delegation of Right to Use.

Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right of enjoyment to the Common Area to his licensees, invitees and lessees, or contract purchasers who reside in such Condominium.

11.3 Damages.

Each Owner shall be liable for expenses for corrective action necessitated by violation of the Condominium Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of his guests, invitees or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

SECTION 12 - MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

SECTION 13 - INSURANCE

13.1 Types of Insurance.

The Association shall obtain and keep in full force and effect at all times comprehensive liability insurance coverage provided by reputable companies duly authorized to do business in Idaho. The provisions of this Section shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time. Public liability and property damage insurance shall name Declarant and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Common Areas.

Notwithstanding the provisions of this Section, each Owner shall obtain insurance at the Owner's own expense providing coverage upon the Owner's Condominium, personal property, personal liability, and covering such other risks as the Owner may deem appropriate, but each policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Section. All such insurance on the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

SECTION 14 - CONDEMNATION

14.1 Consequences of Condemnation.

If at any time or times during the continuance of the condominium ownership regime pursuant to this Condominium Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

14.2 Proceeds.

All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

14.3 Complete Taking.

In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area in the Project, provided that if a standard different from the value of the Condominiums as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

14.4 Partial Taking.

In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

14.4.1 Allocation to Common Area. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their shares of the Common Area as provided on Exhibit A;

14.4.2 Allocation to Condominiums. The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner's own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

14.5 Reorganization.

In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner's apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights and assessment ratio determined in accordance with this Condominium Declaration according to the same principles employed in this Condominium Declaration at its inception and shall submit such reallocation to the remaining Owners for approval and amendment of this Condominium Declaration as provided in Section 15.1.2 hereof.

SECTION 15 - MISCELLANEOUS

15.1 Amendment.

15.1.1 By Grantor. Except as provided in Section 15.1.2, until the recordation of the first deed to a Condominium, the provisions of this Condominium Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively "Amendment") by the Grantor by recordation of a written instrument setting forth such Amendment.

15.1.2 By Members. Except as provided in Section 15.1.2, after the recordation of the first deed to a Condominium, any Amendment to this Condominium

Declaration, other than to this Section 15.1, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such Amendment has been approved by the vote or written consent of Members representing more than fifty percent (50%) of the total votes which may be cast by all of the Members, except where a greater percentage is required by express provision in this Condominium Declaration, and such Amendment shall be effective upon its recordation with the Ada County Recorder. Any Amendment to this Section 15.1 shall require the vote or written consent of Owners holding ninety-five percent (95%) of the total votes which may be cast by all of the Members.

15.1.3 Effect of Amendment. Any Amendment of this Condominium Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such Amendment. Such Amendment may add to and increase the covenants, conditions, restrictions and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

15.2 Mortgage Protection.

Upon written request to the Association from any holder, insurer or guarantor of any first Mortgage stating both its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

15.3 Enforcement and Non-Waiver.

15.3.1 Right of Enforcement Except as otherwise provided herein, any Owner, the Association or Grantor shall have the right to enforce any or all of the provisions of this Condominium Declaration against any Unit and against the Owners thereof. In the event the Association enforces the provisions of this Condominium Declaration against any Unit (or Owner thereof), the Association shall be entitled to recover all costs and expenses, including reasonable attorneys fees, incurred in such enforcement and shall have the powers to enforce such claim pursuant to Section 9.

15.3.2 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

15.4 Registration of Mailing Address.

Each Owner shall register such Owner's mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Bylaws. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Condominium Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

15.5 Interpretation.

The provisions of this Condominium Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Condominium Declaration shall be construed and governed under the laws of the State of Idaho.

15.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Condominium Declaration.

15.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 15.5.1, each of the provisions of this Condominium Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

15.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

15.5.4 Captions. All captions, titles and the table of contents used in this Condominium Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

15.6 Annexation of Other Properties.

15.6.1 Right Separately or Jointly of Declarant to Annex Other Properties. Declarant or the Association may, in their discretion, at any time and from time to time and without having to obtain the consent, approval or signature of any Member or Association (other than the title holder of such additional real property), elect to bring additional real property (whether or not owned by it) within the jurisdiction of this Declaration (the "Annexed Property"). Grantor is not obligated in any manner by this Declaration to annex additional real property to the Project or to annex any particular tract, or to annex tracts in any particular sequence, or to annex continuous tracts, it being the intention hereof that the Declarant or the Association may

decline to exercise the rights granted in this Section or may elect to exercise such rights only to a limited extent. No real property shall become Annexed Property or to be included within the jurisdiction of this Declaration without the prior express written consent and approval of Declarant and/or the Association, whichever is appropriate under the circumstances. Notwithstanding the above, so long as the Declarant owns a Unit, the decision to annex additional property shall be made in Declarant 's sole discretion.

15.6.2 Supplement. The additions authorized by the provisions of this Section shall be made by recording in the Ada County Recorder's office a supplemental declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Declaration to the property to be so annexed and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Declarant or the Association. In addition, each supplemental declaration for Annexed Property shall contain such covenants, conditions and restrictions as are not inconsistent with the intent and purpose of this Declaration. Upon recording any supplemental declaration for Annexed Property, the provisions of this Declaration (except as modified, altered, limited or supplemented in a supplemental declaration) shall apply to such Annexed Property as if such Annexed Property had been part of the Project upon the effective date of this Declaration. Notwithstanding anything to the contrary, any such annexation shall comply in all respects with applicable laws, rules and ordinances, including the Condominium Act.

15.7 Owner's Obligations Continue.

All obligations of the Owner under and by virtue of the provisions contained in this Condominium Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after the Owner conveys such Condominium.

15.8 Exhibits.

All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Condominium Declaration, the Condominium Declaration shall control.

This Condominium Declaration is executed effective this 20th day of November, 2002.

DEVELOPERS OF HIDDEN SPRINGS, INC., an
Idaho corporation

By: Frank Martin
Frank Martin, Authorized Signatory

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Martin, known or identified to me to be the Authorized Signatory of Developers of Hidden Springs, Inc., the Idaho corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kendall L. Miller
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 4-30-07

EXHIBIT A**Proportionate Interest in Common Area and Voting Rights**

<u>Units</u>	<u>% of Total Ownership in the Common Area</u>	<u>Votes</u>
Unit 1	11.11%	1
Unit 2	11.11%	1
Unit 3	11.11%	1
Unit 4	33.34%	3
Unit 5	11.11%	1
Unit 6	11.11%	1
Unit 7	11.11%	1
	100%	

CONFIRMATION COPY

ARTICLES OF INCORPORATION
OF
THE CONDOMINIUM AT
HIDDEN SPRINGS
OWNERS ASSOCIATION, INC.

NOV 20 AM 9:37
STATE OF IDAHO

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, for the purpose of forming a non-profit corporation under the laws of the State of Idaho in compliance with the provisions of Title 30, Chapter 3, Idaho Code, does hereby certify, declare and adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be The Condominium at Hidden Springs Owners Association, Inc. (hereinafter, the "Corporation").

ARTICLE II
TERM

The period of existence and duration of the life of this Corporation shall be perpetual.

ARTICLE III
NON-PROFIT

This Corporation shall be a non-profit, membership corporation.

ARTICLE IV
REGISTERED OFFICE AND AGENT

The location and street address of the initial registered office of this Corporation shall be 5892 W. Hidden Springs Drive, Boise, Idaho 83714, and Frank Martin is hereby appointed the initial registered agent of the Corporation.

ARTICLE V
PURPOSE AND POWERS OF THE CORPORATION

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which the Corporation is formed are to provide for the maintenance, preservation and regulation of use of the Units, Common Area and Limited Common Area as designated and defined in the Condominium Declaration for The Condominium at Hidden Springs as recorded in the official records of Ada County, Idaho (the "Declaration"), and to promote the health, safety and welfare of the Owners of The Condominium at Hidden Springs; and for this purpose to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, as amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

B. Fix levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration and all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation;

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation under the limitations imposed by the Declaration;

D. Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred under the limitations imposed by the Declaration;

E. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall comply with the requirements of the Declaration; and

F. Have and exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act, including those necessary to be a "Management Body" pursuant to the Condominium Property Act of the State of Idaho, Idaho Code §55-1501, *et. seq.*, may by law now or hereafter have or exercise, subject only to limitations contained in the Declaration and the amendments and supplements thereto.

ARTICLE VI
MEMBERSHIP

Every Owner of a Unit, but excluding those having such interest merely as security for the performance of an obligation, shall be entitled and required to be a Member of the Corporation.

Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE VII
VOTING RIGHTS

The Corporation shall have one class of voting membership. Each Owner of a Unit shall be entitled to the number of votes allocated to such Owner's Unit, as identified on Exhibit A attached hereto and made a part by reference, provided, however, that the Grantor under the Declaration shall be entitled to nine (9) votes for each Unit owned, it being the intent that the Grantor shall control the Association until all Units are sold to third parties.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a board of three (3) directors, who, need not be Members of the Corporation. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
Lee Goderstad	8400 Normandale Lake Blvd., Suite 250, Minneapolis, MN 55437
Cynthia Nicholson	5892 W. Hidden Springs Drive, Boise, ID 83714
Frank Martin	5892 W. Hidden Springs Drive, Boise, ID 83714

ARTICLE IX
ASSESSMENTS

Each Member shall be liable for the payment of all assessments and taxes provided for in the Declaration, as the case may be, and as set forth in the Bylaws.

ARTICLE X
BYLAWS

The Bylaws may be altered, amended, or new Bylaws adopted at any regular meeting, or any special meeting of the Corporation called for that purpose, by the affirmative votes of more than fifty percent (50%) of the total voting power of the Corporation's Members. For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the Corporation, and the Members for the payment of assessments and taxes, the Bylaws hereby incorporate by reference the provisions of the Declaration.

ARTICLE XI
DISSOLUTION

The Corporation may be dissolved at any regular meeting, or any special meeting of the Corporation called for that purpose, by the affirmative unanimous consent of the total voting power of the Corporation's Members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the real property and other assets of the Corporation shall be: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created; or (ii) granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted by any organization exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law).

ARTICLE XII
AMENDMENTS

Amendment of these Articles may be made at any regular meeting, or any special meeting of the Corporation called for that purpose, by the affirmative votes of more than fifty percent (50%) of the total voting power of the Corporation's Members, and, if required by the Declaration, the consent of holders of first mortgages on Unit(s) who have requested of the Corporation in writing to provide them notice of proposed action which affects their interests. No amendment which is inconsistent with the provisions of the Declaration shall be valid.

ARTICLE XIII
MEANING OF TERMS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

ARTICLE XIV
INCORPORATION

Kendall L. Miller, 277 N. 6th St., Boise, Idaho 83701, shall be the incorporator of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of November, 2002.


Kendall L. Miller, Incorporator

EXHIBIT A
Voting Rights for Each Unit

<u>Unit</u>	<u>Votes</u>
Unit 1	1
Unit 2	1
Unit 3	1
Unit 4	3
Unit 5	1
Unit 6	1
Unit 7	1
Total votes:	9

BYLAWS
OF
THE CONDOMINIUM AT HIDDEN SPRINGS
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1. GENERAL PLAN OF OWNERSHIP

1.1 Name. The name of the corporation is THE CONDOMINIUM AT HIDDEN SPRINGS HOMEOWNERS ASSOCIATION, INC. (the "Corporation"). The principal office of the Corporation shall be located at 5892 W. Hidden Springs Drive, Boise, Idaho 83714, in Ada County, Idaho.

1.2 Bylaws Applicability. The provisions of these bylaws of The Condominium at Hidden Springs Homeowners Association, Inc. ("Bylaws") are applicable to that certain real property located in Ada County, Idaho as shown on the Plat for The Condominium at Hidden Springs recorded in Book 85 of Plats, at Pages 9491 through 9496, as Instrument No. 102136926 (the "Project"). The Project is subject to that certain Condominium Declaration for The Condominium at Hidden Springs, recorded in the office of the County Recorder, Ada County, Idaho, as Instrument No. 102136927 (the "Declaration").

1.3 Personal Application. All present and future Owners in the Project, any other person that might use the property or facilities owned and/or managed by the Corporation in any manner, are subject to the regulations set forth in these Bylaws and the Declaration. The mere acquisition of any Unit within the Project or the mere act of occupancy of any Unit within the Project will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE 2. VOTING, QUORUM, PROXIES

2.1 Voting. In accordance with the Articles and the Declaration, each Member shall be entitled the number of votes allocated to such Owner's Unit, as identified on Exhibit A attached hereto; provided, however, the Grantor shall be entitled to nine (9) votes for each Unit owned, it being the intent that the Grantor shall control the Corporation until all Units are sold to third parties. When more than one (1) person holds such interest in any Unit, all such persons shall be Members, but all such persons shall only be entitled to the number of votes established for such Unit on Exhibit A.

2.2 Quorum. Except as otherwise provided in these Bylaws, the Articles or the Declaration, the presence in person or by proxy of Members representing more than fifty percent (50%) of the total votes of the Corporation shall constitute a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is

not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than twenty percent (20%) of the total votes of the Corporation shall constitute a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Corporation's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically cease after completion of the meeting of which the proxy was filed, if filed for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution.

ARTICLE 3. ADMINISTRATION

3.1 Powers and Responsibilities. The Corporation shall have all powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho, including those necessary to be a "Management Body" pursuant to the Condominium Act, as amended from time to time, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Condominium Documents). The Corporation, shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Corporation under the Condominium Documents and necessary or proper for, or incidental to the proper management, operation and administration of the Project. The Corporation shall have the responsibility of administering the Project, including, without limitation, the Common Area and Limited Common Area (excluding the Exclusive Use Area), approving the annual budget, establishing and collecting all Assessments, if any, and may arrange for the management of the same pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of a manager. Except as otherwise provided, decisions and resolutions of the Corporation shall require an affirmative vote of a majority of the total votes which may be cast by all of the Members present at an annual or special meeting of the Corporation at which a quorum is present.

3.2 Place of Meetings. Meetings of the Corporation shall be held at the Project or such other suitable place as close to the Project as practicable in Ada County as may be designated by the Corporation's board of directors (hereinafter "Board of Directors"), and shall be conducted in accordance with Robert's Rules of Order.

3.3 Annual Meetings. The first annual meeting shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Bylaws. In the event that an annual meeting is not held, or the Directors are not elected at the annual meeting, the

Directors may be elected at any special meeting held for that purpose. The Members may also transact such other business of the Corporation as may properly come before them at any such annual meeting.

3.4 Special Meetings. It shall be the duty of the Corporation's president to call a special meeting of the Corporation as directed by resolution of the Board of Directors, or upon a petition signed by Members representing one-fourth (1/4) of the total votes of the Corporation. The notice of all special meetings shall be given as provided in Section 3.5 of these Bylaws, and shall state the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total votes of the Corporation, either in person or by proxy.

3.5 Notice of Meetings. It shall be the duty of the Corporation's secretary to mail a notice of each annual or special meeting of the Corporation, stating the purpose thereof as well as the day, hour and place where such meeting is to be held, to each Member of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section 3.5 shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Corporation's secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Project.

3.6 Order of Business. The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business; and (h) new business.

3.7 Action Without Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Corporation, may also be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Corporation's secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members

3.8 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

3.9 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the Corporation's president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The Project, business and affairs of the Corporation shall be governed and managed by a Board of Directors composed of three (3) persons. The Directors need not be Members of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

4.2 Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Corporation, as more fully set forth in the Declaration, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Owners.

4.3 Special Powers and Duties. Without prejudice to such foregoing general powers and duties, and such powers and duties as set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers:

- 4.3.1 To select, appoint and remove all officers, agents and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, with the Articles, the Declaration and these Bylaws; to fix their compensation, if any, and to require from them security for faithful service which deemed advisable by the Board of Directors.
- 4.3.2 To conduct, manage and control the affairs and business of the Corporation, and to make and enforce such rules and regulations therefore consistent with law, with the Articles, the Declaration and these Bylaws, as the Board of Directors may deem necessary or advisable.
- 4.3.3 To change the principal office for the transaction of the business of the Corporation from one location to another within the County of Ada, State of Idaho, as provided in Section 1.1 hereof; to designate any place within Ada County for the holding of any annual or special meeting or meetings of the Corporation consistent with the provisions of Section 3.2 hereof; and to adopt and use a corporation seal and to alter the form of such seal from time to time as the Board of Directors in its sole judgment may deem best,

provided that such seal shall at all times comply with the provisions of law.

- 4.3.4 To borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefore; subject, however, to the limitations set forth in the Articles and Declaration.
- 4.3.5 To fix and collect, from time to time, assessments upon the Members on behalf of itself, as provided in the Declaration; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Corporation, and of the taxes and assessments upon real or personal property owned, managed, leased, controlled or occupied by the Corporation, or the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Corporation for the general benefit and welfare of the Corporation's Members, in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided adequate reserves pursuant to the Declaration. The funds collected by the Board of Directors shall at all times be held in trust for the Members and shall not be commingled with other Assessments collected from the Members. Should any Member fail to pay such Assessments before delinquency, the Board of Directors in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration.
- 4.3.6 To enforce the provisions of the Declaration, the Articles, these Bylaws or other agreements of the Corporation.
- 4.3.7 To contract for and pay for, liability and other insurance, insuring the Members, the Corporation, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against any such damages or injuries as the Board of Directors deems advisable, which may include without

limitation, medical expenses of persons injured on the Common Area and Limited Common Area, and to bond the agents and employees of any management body, if deemed advisable by the Board of Directors.

- 4.3.8 To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and Limited Common Area (excluding the Exclusive Use Area), and to contract for and pay maintenance relating to the Common Area and Limited Common Area (excluding the Exclusive Use Area), and to employ personnel necessary for the operation of the Common Area and Limited Common Area (excluding the Exclusive Use Area), including legal and accounting services, and to contract for and pay for improvements on the Common Area and Limited Common Area (excluding the Exclusive Use Area).
- 4.3.9 To grant easements (subject to the Declaration) where necessary for utilities and sewer facilities over the Common Area and Limited Common Area, if any, to serve all the property located within the Project.
- 4.3.10 To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes to which the assets of this Corporation may be distributed upon liquidation or dissolution according to the Articles.
- 4.3.11 To adopt, amend, and repeal by majority vote of the Board of Directors, rules and regulations as to the Corporation deemed reasonable and necessary; and
- 4.3.12 To pay all real and personal property taxes and assessment levied against Common Area and Limited Common Area, if any, owned or managed by the Corporation.

4.4 Election, Nomination and Term of Office. At the first annual meeting of the Corporation, and thereafter at each annual meeting, new Directors shall be elected individually by written ballot by a majority of the total votes which may be cast by all Members present in person or by proxy at such meeting as provided in these Bylaws, subject to the Director qualifications identified in these Bylaws. The term of the Directors shall be for one (1) year. In the event that an annual meeting is not held, or the Directors are not elected and/or appointed at the annual meeting, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected or until death, resignation, removal or judicial adjudication

of mental incompetence. Any person serving as a Director may be re-elected and/or reappointed as applicable, and there shall be no limitation on the number of terms during which a director may serve.

4.5 Dispute Resolution. In the event the Members are unable to elect a Director as a result of a tie in the vote by the Members and such tie is not resolved through a re-vote or through negotiation, then a Member may seek relief by bringing an action in the Ada County District Court, State of Idaho, requesting that the District Court appoint an independent Director or Directors. Upon the appointment of a Director by the District Court, such Director shall have all the powers and duties contained in these Bylaws, the Articles, and the Declaration. The independent Director appointed by the District Court shall be paid reasonable compensation by the Corporation for the services rendered.

4.6 Books and Financial Statements. The Board of Directors shall cause to be maintained at its principal place of business all books, records, Condominium Documents and financial statements required by the Declaration.

4.7 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected or appointed shall be a Director until a successor is elected at the next applicable annual meeting, or special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the full number of authorized Directors are not elected at any meeting at which such election is to take place.

4.8 Removal of Directors. At any regular or special meeting of the Corporation, duly called, a Director may be removed with or without cause by the affirmative vote of the Members representing than fifty percent (50%) of the votes of the Corporation present at such regular or special meeting, and a successor may then and there be elected or appointed, as the case may be, to fill the vacancy thus created provided such person is otherwise qualified under these Bylaws. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

4.9 Organization Meeting. The first regular meeting of the newly elected Board of Directors shall be held within thirty (30) days of the election of the Board of Directors, at such place as shall be fixed and announced by the Directors subsequent to said Directors' election, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a quorum of the Board of Directors shall be present.

4.10 Other Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as may be fixed from time to time by resolution of the

Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or fax, at least three (3) days prior to the day named for such meetings, unless the time and place of such meetings is announced at the organization meeting, in which case such notice of other regular meetings shall not be required.

4.11 Special Meetings. Special meetings of the Board of Directors may be called by the president, or, if the president is absent or refuses to act, by the vice president (if any), or by any Director. At least three (3) days notice shall be given to each Director, personally or by mail, telephone or fax, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Corporation, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be waiver of notice by that Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Corporation or made a part of the minutes of the meeting.

4.13 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

4.14 Voting. Each Director, when acting in his or her capacity as a Director of the Board of Directors, shall have one (1) vote.

4.15 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.16 Committees. The Board of Directors, by resolution, may from time to time designate such committees as the Board of Directors shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee shall provide for the appointment of the persons to serve such committee as well as a chairperson, shall state the purpose of the committee, and shall provide for reports, termination, and other administration matters as deemed appropriate by the Board of Directors.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Corporation shall be a president, secretary, and a treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a vice president, an assistant treasurer and an assistant secretary, and such other officers in the Board of Directors' judgment may be necessary. One person may hold two or more offices. Officers need not be Members of the Corporation.

5.2 Removal of Officers. Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the president or secretary of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

5.3 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee.

5.4 Special Appointment. The Board of Directors may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

5.5 President. The president shall be the chief executive officer of the Corporation and need not be a Member of the Corporation. The president shall preside at all meetings of the Corporation and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including, but not limited to, the power, subject to the

provisions of Section 4.16, to appoint committees from among the Members from time to time as the president alone may decide are appropriate to assist in the conduct of the affairs of the Corporation. The president shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Corporation. The president shall be an ex officio member of all standing committees, and the president shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.6 Vice President. The vice president, if any, shall take the place of the president and perform such duties whenever the president shall be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors or these Bylaws.

5.7 Secretary. The secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Corporation at the principal office of the Corporation and such other place(s) as the Board of Directors may order. The secretary shall keep the seal of the Corporation in safe custody and shall have charge of such books and papers as the Board of Directors may direct, and the secretary shall, in general, perform all the duties incident to the office of secretary. The secretary shall give, or cause to be given, notices of meetings of the Corporation and of the Board of Directors required by these Bylaws or by law to be given. The secretary shall maintain a book of record Owners within the Project, and any person in possession of a Unit within the Project that is not an Owner, listing the names and addresses of the Owners, and any person in possession of a Unit that is not an Owner, as furnished to the Corporation and such book shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit within the Project is presented to the secretary. The secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 Treasurer. The treasurer shall have responsibility for the Corporation's funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Project and any Common Area and Limited Common Area, any tax records and business transactions of the Corporation including accounts of all assets, liabilities, receipts and disbursements, all in books belonging to the Corporation. The treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the president and Directors upon request, an account of all transactions as treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE 6. OBLIGATIONS OF MEMBERS

6.1 Assessments.

6.1.1 All Members are obligated to pay, in accordance with the provisions of the Declaration, all Assessments levied by the Association on behalf of the Corporation to meet all expenses of the Corporation.

6.1.2 All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

6.2 Maintenance and Repair.

6.2.1 Every Member must perform promptly, at the Member's sole cost and expense, all maintenance and repair work on such Member's Unit and Exclusive Use Area as required under the provisions of the Declaration. The Corporation shall establish reasonable procedures for the granting and denial of such approval in accordance with the Declaration.

6.2.2 As further provided in the Declaration, each Member shall reimburse the Corporation for any expenditures incurred in repairing or replacing any portion of Common Area or Limited Common Area, which is damaged through the fault of a Member or a Member's tenant, and each Member shall promptly reimburse the Corporation for the costs of repairing, replacing and/or maintaining that portion of the Common Area and Limited Common Area, which the Corporation has repaired, replaced or maintained pursuant to the Declaration. Such expenditures shall include all court costs and reasonable attorneys' fees and costs incurred in enforcing any provision of these Bylaws or the Declaration.

ARTICLE 7 AMENDMENTS TO THESE BYLAWS OF THE CONDOMINIUM AT HIDDEN SPRINGS ASSOCIATION, INC.

These Bylaws may be amended by the Corporation at an annual meeting or at a duly constituted meeting of the Corporation for such purpose as provided in the Articles. No amendment to these Bylaws shall take effect unless by the affirmative votes of the Members constituting more than fifty percent (50%) of the total voting power of the Corporation.

ARTICLE 8. MEANING OF TERMS

Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration including, without limitation, "Assessments", "Common Area", "Condominium Act", "Condominium Documents", "Declarant", "Declaration", "Improvements", "Articles", "Association", "Bylaws", "Exclusive Use Area", "Limited Common Area", "Member", "Owner", "Project", and "Unit".

ARTICLE 9. CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws the Articles control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

10.1 Certain Definitions. For the purposes of this Article 10, "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, or was a Director, officer, employee or agent of a corporation which was a predecessor corporation of the Corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph 10.4.3 of Section 10.4.

10.2 Indemnification. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Corporation to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of this Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Corporation or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

10.3 Expenses in Successful Defense. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or matter therein, the agent shall be

indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

10.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article 10 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

10.4.1 A majority vote of a quorum of Directors who are not parties to such proceeding;

10.4.2 Approval or ratification by the affirmative vote of a majority of the total votes which may be cast by all of the Members at a duly held meeting of the Corporation at which a quorum is present;

10.4.3 The court in which such proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation; or

10.4.4 Independent legal counsel in written opinion, engaged at the direction of a quorum of disinterested Directors.

10.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article 10.

10.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article 10, except as provided in Section 10.3 or paragraph 10.4.3 of Section 10.4, in any circumstance where it appears:

10.6.1 That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board of Directors or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

10.6.2 That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article 10 shall create a right of indemnification for each agent referred to in this Article 10, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article 10; and in the event of the death of

such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

10.7 Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article 10.

ARTICLE 11. MISCELLANEOUS

11.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

11.2 Execution of Documents. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable for any purpose or in any amount.

11.3 Inspection of Bylaws, Books and Records. The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Corporation's secretary, which shall be open to inspection by the Members at all reasonable times during office hours. The books, records, financial statements and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles, Bylaws, and all other Condominium Documents shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

11.4 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

11.5 Membership Book. The Corporation shall keep and maintain in the Corporation's office for the transaction of business a book containing the name and address of each Member. In the event that a married couple owns a Unit, then both of such individual's names shall be listed in the book, even though only one of them shall be

deemed a Member or Owner for the purposes of these Bylaws and the Declaration. Termination or transfer of ownership of any Unit by a Member shall be recorded in the books together with the date on which such ownership was transferred, and the new Member shall be incorporated into the book in accordance with the provisions of the Declaration.

[end of text]

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of The Condominium at Hidden Springs Homeowners Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 16 pages including this page constitute the Bylaws of The Condominium at Hidden Springs Homeowners Association, Inc., and were duly adopted by the Board of Directors pursuant to that "Consent of Directors of The Condominium at Hidden Springs Homeowners Association in Lieu of Meeting" dated effective the 20th day of November, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Corporation effective the 20th day of November, 2002.



Frank Martin, Secretary

EXHIBIT A
Voting Rights for Each Unit

<u>Unit</u>	<u>Votes</u>
Unit 1	1
Unit 2	1
Unit 3	1
Unit 4	3
Unit 5	1
Unit 6	1
Unit 7	1
Total votes:	9

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008
208-323-2288 • FAX 208-323-2399
boise@toengco.com

PROJECT: 94044
DATE: November 13, 2002
SHEET: 1 of 2

THE CONDOMINIUM AT HIDDEN SPRINGS

A condominium project located in the SE ¼ of Section 31, Township 5 North, Range 2 East, Boise Meridian, Ada County, Idaho, being all of Lot 1, Block 10 of Hidden Springs Subdivision – Original Plat, Recorded in Book 77 of Plats at Pages 8051 through 8063, as Instrument No. 98091527, Records of Ada County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap monument marking the southeast corner of Section 31, from which the northeast corner of said SE ¼ bears N.02°09'44"E., 2644.28 feet; thence,

- A). N.46°30'34"W., 1872.69 feet to **THE POINT OF BEGINNING**, said point being the most southerly corner common to said Lot 1 and Lot 7 of said Block 10; thence, along the exterior boundary of said Lot 1, Block 10, the following courses:
- 1.) N.00°51'00"W., 72.00 feet; thence,
 - 2.) N.27°17'42"W., 174.88 feet; thence,
 - 3.) N.15°13'33"E., 170.00 feet; thence,
 - 4.) S.73°19'40"E., 137.86 feet to the beginning of a tangent curve; thence,
 - 5.) southeasterly along said curve to the right having a radius of 144.00 feet, an arc length of 78.82 feet, through a central angle of 31°21'38", and a chord bearing and distance of S.57°38'51"E., 77.84 feet; thence, tangent from said curve,
 - 6.) S.41°58'03"E., 104.02 feet to the beginning of a tangent curve; thence,
 - 7.) southeasterly along said curve to the right having a radius of 25.00 feet, an arc length of 27.87 feet, through a central angle of 63°52'47", and a chord bearing and distance of S.10°01'39"E., 26.45 feet; thence, tangent from said curve,
 - 8.) S.21°54'44"W., 64.89 feet to the beginning of a tangent curve; thence,
 - 9.) southwesterly along said curve to the right having a radius of 122.00 feet, an arc length of 47.41 feet, through a central angle of 22°16'01", and a chord bearing and distance of S.33°02'44"W., 47.11 feet; thence, tangent from said curve,
 - 10.) S.44°10'45"W., 80.70 feet to the beginning of a tangent curve; thence,

EXHIBIT D

BOISE • COEUR d'ALENE

TOOTHMAN-ORTON ENGINEERING COMPANY

PROJECT: 94044
DATE: November 13, 2002
SHEET: 2 of 2

- 11.) southwesterly along said curve to the left having a radius of 353.00 feet, an arc length of 69.06 feet, through a central angle of $11^{\circ}12'31''$, and a chord bearing and distance of $S.38^{\circ}34'29''W.$, 68.95 feet to a point of reverse curvature; thence,
- 12.) southwesterly along said curve to the right having a radius of 25.00 feet, an arc length of 34.06 feet, through a central angle of $78^{\circ}03'34''$, and a chord bearing and distance of $S.72^{\circ}00'00''W.$, 31.49 feet; thence, tangent from said curve,
- 13.) $N.68^{\circ}58'13''W.$, 17.04 feet to the beginning of a tangent curve; thence,
- 14.) northwesterly along said curve to the left having a radius of 125.00 feet, an arc length of 41.40 feet, through a central angle of $18^{\circ}58'38''$, and a chord bearing and distance of $N.78^{\circ}27'32''W.$, 41.21 feet to **THE POINT OF BEGINNING.**

CONTAINING 1.85Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way, and Easements of Record.

